MYSORE DIVISION.

Abstract Notification dated the 21st May 1940.

The attention of the public is invited to the detailed notifications regarding the following sales to be held at 2 P.M. on each day at the following places, published on pages 1193 to 1203, Part VI of th *Mysore Gazette*, dated 30th May 1940.

Particulars of sales	Unit	Date of sale	Place of sale
1. Right of collecting Daily Grazing Fees at several Frontier Toll-gates of the Division for 1940-41.	Hassanurghat ..	21st June 1940	Range Forest Office, Chamarajanagar. (By the District Forest Officer or any other Officer deputed by him.)
	Mulehole Bandipur	20th do	Range Forest Office, Gundlupet. (By the District Forest Officer or any other Officer deputed by him.)
	Anechowkur Veeranahosahalli Koppa Muthur	14th do	Range Forest Office, Hunsur. (By the District Forest Officer or any other officer deputed by him.)
2. Right of collecting Daily Grazing Fees and Tool at Sunkadakatte Toll-gate for 1940-41.	....	27th June 1940	Range Forest Office, Heggaddevankote.
3. Right of collecting and removing bamboos from several State Forests during 1940-41.	Hunsur Range ..	14th June 1940	Range Forest Office, Hunsur. (By the District Forest Officer or any other officer deputed by him.)
	Chamarajnagar Range.	21 do	Range Forest Office, Chamarajnagar. (By the District Forest Officer or any other officer deputed by him.)
	Hediyal Range ..	19 do	Nanjangud Timber Depot. (By the District Forest Officer or any other officer deputed by him.)

Abstract Notification dated the 21st May 1940.

The attention of the public is invited to the detailed notification dated 21st May 1940, regarding the sale of the following Leases to be held on the dates noted against each, published on pages 1191-1200 Part VI of the *Mysore Gazette*, dated 30th May 1940.

1. *Grass Crop of the several Plantations of the Division for* 1940-41.

Name of Taluk	Name of the Plantation or Forest	Date of sale	Place of sale	By whom to be sold
1. Hunsur ..	Kottage Kaval ..	19-6-40	Kottagekaval ..	Range Officer, Hunsur.
	Naihalla ..	20-6-40	Naihalla	
2. Krishnarajanagar	Panchavalli ..	28-6-40	Panchavalli ..	
	Matadakaval ..	18-6-40	Matadakaval	
3. T.-Narsipur ..	Talkad ..	18-6-40	Talkad ..	Range Officer, Chamarajanagar.
4. French-Rocks ..	Silver Jubilee Plantation near Melkote T. B.	18-6-40	Melkote ..	Range Officer, Mandya.

2. *Grazing right in Mysore Wood Yard Compound for* 1940-41.

1. Mysore Wood Yard.	Mysore Wood Yard Compound.	14—6—40	Mysore Wood Yard..	Sub-Assistant Conservator of Forests, (In-charge of Mysore Wood Yard.)

3. *Sale of the right of collecting and removing Honge Leaves and Seeds during* 1940-42.

Name of the Range	Date of sale	Place of sale	By whom to be sold
1. Ainurmarigudi	24-6-40	Moliyur	Range Officer, Ainurmarigudi
2. Begur Range	25-6-40	Begur	Do Begur
3. Kakankote	26-6-40	Kakankote	Do Kakankote
4. Heggaddevankote	27-6-40	Heggaddevankote	Do Heggaddevankote
5. Gundlupet	18-6-40	Gundlupet	Do Gundlupet
6. Hediyal	19-6-40	Hediyal	Do Hediyal
7. Chamarajanagar (excluding Talkad Plantation).	21-6-40	Chamarajnagar	Do Chamarajnagar
8. Hunsur	21-6-40	Hunsur	Do Hunsur
9. Mandya (except Nagamangala Taluk).	19-6-40	Mandya	Do Mandya
10. Mysore Wood Yard Unit	14-6-40	Mysore Wood Yard	Sub-Assistant Conservator of Forests, Wood Yard, Mysore.
11. Dadaga, Kelagere and Mutsandra Kavals (Nagamangala Taluk).	21-6-40	Dadaga	Range Officer, Mandya
12. Talkad Plantation (Honge seeds only).	18-6-40	Talkad	Do Chamarajnagar

4. *Sale of the right to collect and remove Thupra Leaves during* 1940-43.

Name of Taluk	Date of sale	Place of sale	By whom to be sold
1. Mysore	14-6-40	Wood Yard, Mysore	Sub-Assistant Conservator of Forests, Wood Yard, Mysore.
2. Hunsur	21-6-40	Range Office, Hunsur	Range Officer, Hunsur
3. Krishnarajanagar	26-6-40	Krishnarajanaga: T. B.	Do
4. Periyapatna Sub-Taluk.	24-6-40	Periyapatna T. B.	Do
5. Chamarajanagar	21-6-40	Range Office, Chamarajnagar	Range Officer, Chamarajnagar
6. Gundlupet	20-6-40	Range Office, Gundlupet	District Forest Officer, Mysore or the Assistant to the District Forest Officer, Mysore.
7. Nanjangud	19-6-40	Mysore Government Timber Depot, Nanjangud.	Do
8. T.-Narsipur	19-6-40	T.-Narsipur T. B.	Range Officer, Chamarajnagar
9. Heggaddevankote	27-6-40	Range Office, Heggaddevankote	Range Officer, Heggaddevankote.
10. Maddur	29-6-40	T. B. at Maddur	Range Officer, Mandya
11. Nagamangala	20-6-40	Nagamangala T. B.	Do
12. Krishnarajpete	26-6-40	Krishnarajpete T. B.	Do
13. Malvalli	28-6-40	Malvalli T. B.	Do
14. French-Rocks	24-6-40	French-Rocks T. B.	Do
15. Seringapatam	25-6-40	Seringapatam T. B.	Do
16. Mandya	19-6-40	Range Office, Mandya	Do

Revised Notification dated 3rd June 1940.

In supersession of this office Notification dated 21st May 1940, published on pages 1200 to 1202, Part VI of the *Mysore Gazette*, dated 30th May 1940, it is hereby notified for general information that the exclusive right of collecting the Mango Crop and Cashewnut crop in *Talakad Plantation*, (T.-Narsipur Taluk) from 1st July 1940 to 30th June 1942, will be sold by public auction on 18th June 1940 by the Range Forest Officer, Chamarajanagar Range, at 2 P.M. at Talkad Plantation.

Remarks.—(i) Excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Mandayam and other lands, which are in the occupancy of private individuals as well as Village Amarayi which is sold separately by the Amildar in the Revenue Department.

Village Amarayi consists of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gavatana and other lands set apart for communal purposes.

(1) Hunse, (2) Mavu, (3) Seege, (4) Cocoanut, (5) Hippe, (6) Neralu, (7) Halasu, (8) Jali, (9) Honge seeds and leaves and (10) Byala.

N.B.—(1) The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of Produce.

1. Mango fruits.
2. Cashewnut Crop.

2. The lessee shall not interfere with any forest operation such as planting, sowing, thinning and felling, etc., that the Forest Department may wish to conduct in the leased area. Should any damage be caused to minor Forest produce by such operations, he shall not be entitled to any compensation.

(*a*) The auction will commence at 2 P.M. and if it is not concluded on the same day, it will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (i) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 5, and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of cash or currency notes.

Note.—In the case of taluks where the minor Forest produce revenue may not fetch more than Rs. 200, a sum of Rs. 50 only should be deposited with the sale conducting officer.

5. Bidders who are not residents of Mysore State and who do not possess unencumbered property in Mysore State at least to the extent of the estimated value of the lease unit for which they intend bidding, should, before they are allowed to bid, either deposit with the officer conducting the sale half the estimated amount of the lease, to the nearest hundred rupees, as earnest money or they should produce a local surety fully solvent to the extent of the highest bid likely to be had at the conclusion of the sale. The bond to be taken from the surety should be on a stamp paper, the stamp payable being governed by the provisions of the Stamp Act. In cases where the foreign bidders deposit half the estimated amount of the lease, the usual deposit of Rs. 200 is unnecessary; and in cases where they produce a local surety the usual deposit of Rs. 200 should also be recovered from them. In the former case the remaining amount of the lease must be paid, before the expiry of half the period covered by the lease, in two equal quarterly instalments, when the lease is for one year, and in two equal half-yearly instalments, when the lease is for two years.

6. The highest bidder shall deliver his solvency certificate to the officer conducting the sale and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to be the highest bidder obtaining in lieu thereof, if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one, in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

7. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests or the District Forest Officer, Mysore, who, at his discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

8. The successful bidder shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the district. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

9. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

10. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered

as an arrear of land revenue under Section 79 of the Mysore Forest Act or any other law in force for the time being.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

11. The balance of three-fourths of sale amount will be paid in three equal instalments as follows :—

First khist	on or before	1st February 1941.
Second	do	1st May 1941.
Third	do	1st February 1942.

Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the leases and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Act irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the Plantation before the 30th June 1942 all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the Minor Forest Produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the Village Amarayi as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the Minor Forest Produce, any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

(*p*) Interest will be charged at 6¼ per cent per annum on all belated payments.

11. In the event of breach of any of the these conditions, the lease will be cancelled or the curity amount forfeited in whole or in part, or both these penalties will be enforced at the discreon of the District Forest Officer, the Conservator of Forests, Shimoga, or the Chief Conservator of orests, as the case may be. In the case of mere forfeiture of the deposit amount in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled

and resold at the risk of the original purchaser who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

M. G. VENKATA RAO,
District Forest Officer.

HASSAN DISTRICT.

Abstract Notification dated 28th May 1940.

The attention of the public is invited to the detailed notification dated 28th May 1940, regarding the sale of Fuel Coupes in the several State Forests of this District, published on pages 1274-1275, Part VI of the *Mysore Gazette*, dated 6th June 1940.

Date of sale .. .. .. 25th June 1940.
Place of sale .. .. .. District Forest Office, Hassan.

Notification dated 4th June 1940.

Tenders will be received by the District Forest Officer, Hassan, at the District Forest Office, Hassan, up to 4 P.M., on the 29th June 1940, for the carting of prepared sandalwood from the Hassan Sandal Koti to the Railway Station during the year 1940-41.

N.B.—(i) The approximate quantity of wood to be carted is 300 tons which may be decreased or increased at the discretion of the District Forest Officer.

(ii) Carting includes weighing out the sandalwood intended for despatch, counting billets and loading them into carts, unloading the wood from the carts and loading them into trucks.

(iii) In the case of chiltas, it also includes preparation of double bags, filling chiltas in bags and duly stitching them afterwards.

2. Tenders should be registered, insured and superscribed as "*Tender for the carting of Sandalwood from the Hassan Sandal Koti to the Hassan Railway Station.*" The tender should be accompanied by a deposit of Rs. 25 (twenty-five) in currency notes. The rate to be quoted should be per ton of wood.

3. The District Forest Officer will be at liberty to accept or reject the lowest or any other tender without assigning any reason therefor.

4. Within eight days from the date of intimation of the fact of approval, the successful tenderer shall furnish a security of Rs. 50 including the initial deposit in clause 2 above in the shape of Mysore Government Savings Bank Account, duly pledged in favour of the District Forest Officer, Hassan District, and execute an agreement binding himself for observing the following conditions:—

Conditions.

(*a*) That he will be bound during the period of contract to provide the required number of carts for the despatch of sandalwood whenever called upon;

(*b*) In case of failure on his part to furnish the required number of carts at the required time, the officer in-charge of the Koti may make his own arrangements for the despatch of the wood, making the contractor liable to pay up the extra cost, if any, that may have to be incurred. The contract will be also liable for cancellation at the discretion of the District Forest Officer, on account of such default;

(*c*) The loading and unloading business will be done so as not to give room for leakage or damage of sandalwood and that, in either case, the contractor will be liable to the department for the loss so sustained;

(*d*) All the loaded carts will leave the Koti at the same time and move on in one batch under the supervision of the departmental subordinates deputed to guard the consignment;

(*e*) The cartmen do not smoke either in the Koti or while the sandalwood is under transit and that in the case of danger to the sandalwood by fire, the contractor will be liable to the department for damages;

(*f*) His coolies and cartmen will submit to the disciplinary measure that may be enforced by the Koti Officer during the working hours;

(*g*) For failure to fulfill all or any of the foregoing conditions, the contractor will be liable for such fine as the District Forest Officer at this discretion may levy forfeiting the security deposit to Government. All moneys referred to in this agreement shall be recoverable, as if they were arrears of land revenue.